Jennifer Smitkin, Psy.D Licensed Psychologist Certified School Psychologist

Child Registration Form

Name:			Date:
Street: Suite/Apt. #			Date of Birth:
City:	St	tate:	Zip Code:
Phone (home):	Phone	e (work):	
Cell Phone:	Em	nail Address:	
Name of person to call in an emergency:			Relationship:
Street:			Suite/Apt. #:
City: State:			ZIP code:
Phone:	·		
Name of person filling out this form (if not patient	t):		
Name of Primary Care Physician (PCP): Date last seen:			
PCP Office Address:			Suite/Apt. #:
City:	City: State:		
Phone:			

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Consent for Child and Adolescent Therapy

Prior to beginning treatment, it is important for you to understand my approach to child therapy and agree to some rules about your child's confidentiality during the course of his/her treatment. The information herein is in addition to the information contained in the Outpatient Services Agreement. Under HIPAA and the APA Ethics Code, I am legally and ethically responsible to provide you with informed consent. As we go forward, I will try to remind you of important issues as they arise. One risk of child therapy involves disagreement among parents and/or disagreement between parents and therapist regarding the best interests of the child. If such disagreements occur, I will strive to listen carefully so that I can understand your perspectives and fully explain my perspective. We can resolve such disagreements or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, you will decide whether therapy will continue. If either of you decides that therapy should end, I will honor that decision, however I ask that you allow me the option of having a few closing sessions to appropriately end the treatment relationship. Therapy is most effective when a trusting relationship exists between the psychologist and the patient. Privacy is especially important in securing and maintaining that trust. One goal of treatment is to promote a stronger and better relationship between children and their parents. However, it is often necessary for children to develop a "zone of privacy" whereby they feel free to discuss personal matters with greater freedom. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy. By signing this agreement, you will be waiving your right of access to your child's treatment records. It is my policy to provide you with general information about treatment status. I will raise issues that may impact your child either inside or outside the home. If it is necessary to refer your child to another mental health professional with more specialized skills, I will share that information with you. I will not share with you what your child has disclosed to me without your child's consent. I will tell you if your child does not attend sessions. If your child is an adolescent, it is possible that he/she will reveal sensitive information regarding sexual contact, alcohol and drug use, or other potentially problematic behaviors. Sometimes these behaviors are within the range of normal adolescent experimentation, but at other times they may require parental intervention. We must carefully and directly discuss your feelings and opinions regarding acceptable behavior. If I ever believe that your child is at serious risk of harming him/herself or another, I will inform you. Although my responsibility to your child may require my involvement in conflicts between the two of you, I need your agreement that my involvement will be strictly limited to that which will benefit your child. This means, among other things, that you will treat anything that is said in session with me as confidential. Neither of you will attempt to gain advantage in any legal proceeding between the two of you from my involvement with your children. In particular, I need your agreement that in any such proceedings, neither of you will ask me to testify in court, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done. Note that such agreement may not prevent a judge from requiring my testimony, even though I will work to prevent such an event. If I am required to testify, I am ethically bound not to give my opinion about either parent's custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, I will provide information as needed (if appropriate releases are signed or a court order is provided), but I will not make any recommendation about the final decision. Furthermore, should I be involved in legal proceedings, it is agreed that my services will be paid for by the responsible party at my then current rates per hour of time.

Parent/Guardian Signature	Date	
Witness Signature	Date	_

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Outpatient Services Contract

Welcome to my practice! This document contains important information about my professional services and business policies. Please read it carefully and write down any questions you might have so that we can discuss them. When you sign this document, it will represent an agreement between us. First, it is noted that Psychology Wellness Practice, PLLC. rents office space to Independent Practitioners who share secretarial services. Psychology Wellness Practice, PLLC. has no other business relationship with Independent Practitioners. Protected Health Information (PHI) for Psychology Wellness Practice, PLLC. is not shared with Independent Practitioners unless an Authorization to Release Information Form is signed by the patient, typically for referral and/or consultative services. MEETINGS: I normally conduct an initial assessment, via parent clinical interview, that lasts 1-2 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your goals. CANCELLATION POLICY: Most days, there is a waiting list of patients who are eager to set up an appointment as soon as possible. As such, it is important to keep your appointment for the time it was scheduled. Appointments that are cancelled more than 24 hours in advance will not be charged a cancellation fee. Appointments that are cancelled the day prior to your scheduled appointment but less than 24 hours in advance will be charged a \$30.00 cancellation fee. These calls must be received before 5:00pm the day prior to your appointment. Appointments that are cancelled the same day as scheduled are subject to a \$50.00 late cancellation fee. If you do not show to your scheduled appointment without a prior phone call, a \$90.00 fee is charged. Appointments that are scheduled for two hours (double session) and are not attended, in the absence of 24 hours advance notice of cancellation, are charged \$180.00. In these cases, your credit or debit card will be charged automatically. DISCHARGE POLICY: You are eligible for immediate discharge if: 1) You cancel 3 appointments in a short period of time; 2) You miss more than 2 appointments without advanced notice; 3) You do not provide payment as discussed; 4) You have not scheduled an appointment/been seen for an appointment for 90 days; 5) You have not followed through with any therapy assignments after 3 sessions; If you or your child is not ready for therapy, that's understandable, and we can try another time; however, I need to be mindful of those who are on a waiting list and eager to begin therapy. PROFESSIONAL FEES: Out-of network/Non-covered entities: If I do not accept your insurance, I can still provide my services as an out of network provider. In that case, my fee for psychotherapy sessions is \$150.00. My fee per hour of psychological testing and consultation is \$175.00. Classroom observations are never a covered entity under health insurance. My fee for a classroom observation is \$200.00. Phone calls, emails, general letters to patients and collateral contacts (e.g., school personnel), and review of records are billed at a rate of \$25.00 per 15 minutes. *Insurance*: Co-pay is required at the time of service for each session. I accept cash or check on the day of service. Please make checks payable to Psychology Wellness Practice, PLLC. Co-pays not paid at the time of service will be subject to a \$10.00 late payment charge. Both the copay and the late payment charged will be charge automatically to your credit/debit card. Other: Insurance companies do not reimburse for preparation of records for a third party or at your request. As such, a charge of \$0.75 per page is charged. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time, even if I am called to testify by another party, at my then current rates per hour of time. I do not, however, become involved in child custody matters. BILLING AND PAYMENTS: You will be expected to pay for each psychotherapy session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Please refer to the Credit/Debit Card Payment Agreement form for detailed information about how outstanding balances are charged. INSURANCE REIMBURSEMENT: In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental (behavioral) health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental (behavioral) health services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental (behavioral) health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. It may be necessary to seek approval for more therapy after a certain number of sessions. You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. I will provide you with a copy of any report I submit, if you request it. Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above. OFFICE HOURS: Psychology Wellness Practice, PLLC. is open Monday through Thursday. If the South Colonie Central School District has a delayed opening or dismisses early, our office conducts business as usual. If the South Colonie School District has a snow day, myself or my secretary will contact you to discuss your scheduled appointment. CONTACTING ME: I am often not immediately available by telephone. When I am unavailable, the office telephone is answered by voice mail or by one of our secretaries. I will make every effort to return your call within one business day, with the exception of Fridays, weekends and holidays. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychiatrist/psychologist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. **ELECTRONIC COMMUNICATIONS:** Various types of electronic communications are common in our society, and many individuals believe this is the preferred method of communication with others, whether their relationships are social or professional. Many of these common modes of communication, however, put your privacy at risk and can be inconsistent with the law and with the standards of my profession. Consequently, this policy has been prepared to assure the security and confidentiality of your treatment and to assure that it is consistent with ethics and the law. Email Communications: I use email communication only with your permission and only for administrative purposes unless we have made another agreement. That means that email exchanges with my office should be limited to things like setting and changing appointments, billing matters and other related issues. Please do not email me about clinical matters because email is not a secure way to contact me. If you need to discuss a clinical matter with me, please call the office to schedule an appointment with me. Text Messaging: Since text messaging is a very unsecure and

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impersonal mode of communication, I do not text message to nor do I respond to text messages from anyone in treatment with me. So, please do not text message me unless we have made other arrangements. Social Media: I do not communicate with, or contact, any of my patients through social media platforms like Twitter and Facebook. In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship. This is because these types of casual social contacts can create significant security risks for you. I participate on various social networks, but not in my professional capacity. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe that any communications with patients online have a high potential to compromise the professional relationship. **CONFIDENTIALITY:** In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions. There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child is being abused, I must file a report with the appropriate state agency. If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action. Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. Statement of Release by Parent/Guardian to Insurance Company: I request that payment of authorized insurance benefits be made on my child's behalf to Psychology Wellness Practice, PLLC/ Jennifer Smitkin, Psy.D for services furnished to me by this practitioner. I authorize Psychology Wellness Practice, PLLC/Jennifer Smitkin, Psy.D to release medical and psychological information about my child to the applicable insurance company should any information be needed to determine these benefits. By signing this consent, I acknowledge that I have read it and the Notice of Privacy Practices, or that they have been read to me, that I am at least 18 years old (or, if under 18, married or the parent of a child), that I understand the above agreement, and that I am signing this consent voluntarily. Parent/Guardian Signature Date

Date

Witness Signature

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Informed Consent for On-line/Tele-therapy

This form is designed to allow you to give informed consent for the use of video technology for online therapy. Read it thoroughly for understanding and ensure all of your questions are answered before signing to give consent.

This is to be used in conjunction with, but does not replace, the Informed Consent document that is required of all clients prior to starting therapy services.

I understand that therapy conducted online is technical in nature and that problems may occasionally occur with internet connectivity. Difficulties with hardware, software, equipment, and/or services supplied by a 3rd party may result in service interruptions. Any problems with internet availability or connectivity are outside the control of the therapist and the therapist makes no guarantee that such services will be available or work as expected. If something occurs to prevent or disrupt any scheduled appointment due to technical complications and the session cannot be completed via online video conferencing, I agree to call my therapist back at: (518) 608-4271.

I AGREE TO TAKE FULL RESPONSIBILITY FOR THE SECURITY OF ANY COMMUNICATIONS OR TREATMENT ON MY OWN COMPUTER AND IN MY OWN PHYSICAL LOCATION. I understand I am solely responsible for maintaining the strict confidentiality of my user ID and password and not allow another person to use my user ID to access the Services. I also understand that I am responsible for using this technology in a secure and private location so that others cannot hear my conversation.

I understand that there will be no recording of any of the online session and that all information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without my written permission, except where disclosure is required by law.

Telehealth Link: https://doxy.me/drsmitkin

Consent to Treatment

l, voluntarily agree to receive online therapy services for an ass	essment, continued care, treatment, or other services and authorize
Psychology Wellness Practice, PLLC and its providers to pr	ovide such care, treatment, or services as are considered necessary and
advisable. I understand and agree that I will participate in the pl	lanning of my care, treatment, or services and that I may withdraw
consent for such care, treatment, or services that I receive throu	gh Psychology Wellness Practice, PLLC at any time. By signing this
Informed Consent, I, the undersigned client, acknowledge that I	I have both read and understood all the terms and information
contained herein. Ample opportunity has been offered to me to	ask questions and seek clarification of anything unclear to me.
	D. (
Patient/Parent or Guardian (if minor) Signature	Date

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	Credit/Debit Pay	ment Agreement	
Patient Name		Patient Date of Birth	
I authorize Psychology Wellness Practice, F below for DEDUCTIBLE, COINSURANCE, Conon-covered medical entities, reviewed in the Copatient named above. The card(s) may be charg I understand that only cash and check are a late fee. I may continue to schedule appointment	COPAYMENT, OUT OF POCK Dutpatient Services Contract), an ged automatically after the origi ccepted at the time of service.	ET COSTS (e.g., late fees, described below d/or LATE CANCELLATION/NO SHOW and time and date of service if payment was Note that balances not paid at the time of	w; insufficient funds checks and fees; W amounts due on the account of the as not provided at the time of service. If service will be charged a \$10.00
Visa, MasterCard, American Express, Discove	r (circle One) Card #:		
Card Expiration Date:/20	CV (back of card):	Billing Zip Code:	
Visa, MasterCard, American Express, Discove	r (circle One) Card #:		
Card Expiration Date:/20	CV (back of card):	Billing Zip Code:	
I understand this form is valid unless I cancel tabove named patient charges in full at the time authorization OR declination of my credit card future appointments. Cardholder Name	of service or I will make alterna	tive arrangements for payment. I further u	nderstand that withdrawal of this and may result in cancellation of
Cardholder Billing Address		City, State Zip	_
Signature of Cardholder		Date	_
Email address (required):			
I have read and agree to the terms of the payme form.	ent option(s) I have chosen above	e and acknowledge that I will be provided	with a signed copy of this election
Signature of Patient (Parent/Guardian if Patient is under 18 yrs	Relationship to Patient old)	Date	
Conff Initia	ls and Data:	Conv. Provided: VES/N	IO.

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AUTHORIZATION FOR RELEASE OF INFORMATION _, authorize Psychology Wellness Practice, PLLC to release and obtain the health information described below to: Name **Contact Info** This request and authorization applies to only the following protected health information: List each purpose or reason for the use or release of the protected health information: This authorization shall remain in full effect until the end of our treatment relationship or it will expire 5 years from today, whichever comes first. I understand that, except with respect to action already taken in reliance on this authorization, I may revoke this authorization in writing at any time by delivering or sending written notification to: Psychology Wellness Practice, 139 Vly Road, Albany, NY 12205 Email: jsmitkin@pwpractice.com I understand that Psychology Wellness Practice, PLLC may not condition treatment, payment, enrollment or eligibility for benefits on my signing this authorization, unless my treatment is related to research and the purpose of this authorization is related to the research project. I understand that information disclosed pursuant to this authorization may be subject to redisclosure by the recipient and may no longer be protected by federal or state privacy laws. If this authorization is for the release of HIV-related information, the recipient of the information is prohibited from redisclosing any HIV-related information about you without your authorization unless permitted to do so by federal or state law. I understand that I have the right to receive a copy of this authorization after I have signed it. I understand that a copy of this authorization will be maintained in my patient record. I understand that I have the right to refuse to sign this authorization. Patient's signature (relationship if signed by parent / guardian) Date Witness signature Date

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Social History

I. Family Data

Child's Name:						
Grade:						
Age:						
Address:						
Person filling out this form:			Relation to ch	ild:		
Mother's name:			Occupation			
Home phone:			-			
Father's name:						
			-			
Home phone:				Cell phone:		
Marital status of parents:						
If parents are separated or divorce	ed, how old was	s the child when	n the separati	on occurred?		
What is the current custody arrang	gement?					
Is the child adopted? Yes	No If v	es, child's age	when adopted	1		
Please describe any specific in	•		-			
riease describe any specific in	TOTIIIauon abou	it tile adoption	(e.g., signific	ant events prior to	adoption, etc.)	
List all magning living in the house	hold.					
List all people living in the house						
Name	Re	elationship to c	child	Age		
TO 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						
If any brothers or sisters are living	_		_			
Primary language spoken in the h	ome:					
Below, please specify family men	nbers (e.g., chil	d's sister, mate	ernal aunt, pat	ternal grandmothe	er) that have	
experienced any of the following:				_		
	Mother	Father	Sibling	Grandparent	Aunt/Uncle	
Difficulties learning to read	Mother	rattlet	Sibiling	Grandparent	Aunitonicie	
Difficulties in math						
Difficulties in writing						
Depression Depression	1					
Anxiety	-					
Attentional Difficulties	-					
Hyperactivity	1					
Emotional/behavior Problems	1					
Autism	+					

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II.	Presenting Problem	n	
Please	list your child's current di	agnoses, if any.	
	Diagnosis	Date Diagnosed	Physician/Psychologist who made Diagnosis
Briefl	y describe your child's curr	ent difficulties:	
How 1	ong has this problem been	of concern to you?	
What	do you believe to be the pri	mary issues contributing to those	difficulties?
What	has been done to address th	e problem?	
	At home?		
	At school?		
			es for the current problem or similar problems? Yes No
	there any prenatal difficulti	•	scribe
	forceps used during deliver	• •	Scribe
	Caesarean section perform	•	reason?
	•		?
	1		
		omplications? Yes No If yes	
			the child during the first few years?
	Yes No If yes, ple	ase describe:	
To yo	ur knowledge, at approxima	ately what age did your child attain	n the following developmental milestones?
	Spoke single words	Said	short sentences (2 to 3 words)
	Walked without assistan	ce Rec	ame toilet trained

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What disciplinary techniques	do you	find to be suc	cessful w	rith your child?			
IV. Medical History Place a check next to any hea	lth prob		child has	had or has now. Whe	n you ch	neck an item, also note the	approximate a
at which the child developed	,		1			T	
Condition	√	Age		dition Discrete	√	Age	
High Fever				Vision Difficulties			
Recurrent Ear Infections Seizures				ech Problems orgies			
Head Injury			Asth				
Loss of Consciousness				daches			
Name of child's Primary Care Date of child's last physical e	e Physic exam: :se of gl	cian Dio	d exam re	eveal normal results?	Phone:_ Yes N	o	
Directions: Please place			ndicate	which issues apply	to you	ur child at this time.	
Depression				Communicatio	n Diffi	culties	
Suicidal thoughts or actions			Low Self-Esteem				
Anxious/Worried		Issues related to custody/visitation					
Moody/Sad				Victim of sexu	al abus	se	
Panic Attacks or Inte	nse Fe	ears		Domestic viole	ence (v	erbal, physical, threats	;)
Anger Problems, qui	ck ten	nper		Conduct Proble	ems, in	trouble with the law	

__Eating Disorder Symptoms

_Physically fighting with others

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Outbursts or Explosive Behavior	Family Problems
Alcohol/other drug abuse	Parent Drug/Alcohol abuse
Behavioral difficulties in school	Academic difficulties in school
School Problems	Family Problems
Truancy or School Avoidance	Conflicts with mother
Suspensions or Expulsion	Conflicts with father
Learning Disabilities	Conflicts with step-parent
Problems with attention	Parents having marital problems
Lack of work completion at school	Problems with brother/sister
Lack of homework completion	Running away from home
Not listening to teacher	Disobedient
Fighting at school	Verbal Aggression
Victim of bullying	Physical Aggression
Demonstrates bullying behavior	Domestic violence
Death of a loved one	Toileting Accidents
Major losses/difficult changes	Fire Setting
Frequent stealing, lying, cheating	Shy, clingy, wants to be with parents
Very active, possibly hyperactive	Sleep Difficulties
Problems with Friends	Doesn't think before acting
Does not appear sorry for actions	Does cruel or strange things
Bangs head	Easily frustrated
Cuts or burns self	Other:
Sources of Stress:	
Please list any things/events/problems that are o	creating stress in your child's and/or your family's lives
at the present time (include significant losses a	nd changes). If none, please indicate that.
VI. Relationships:	
Please use a checkmark to indicate which stater	
Too few friends	Enough friends

Doesn't share problems with friends

Friends are part of support system

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Overly Shy	Finds it difficult to open up to others	
Makes friends easily	Finds it hard to keep friends	
Spends time with peers of a similar age	Prefers younger companions	
Prefers older companions	Is susceptible to peer influence	
Is a leader among friends	Friends are a negative influence	

Please list all schools tha	at your child has attended, including presch	ooi and nursery school experiences.
Name of School	Location/District	Dates Attended/Grades (

Educational History

VII.

Name of School	Location/District	Dates Attended/Grades Completed
	d a grade? Yes No If yes, wh Individualized Education Plan?	nat grade and why?
Has your child ever receive	d special tutoring or therapy in school?	Yes No
If so, please indicaRemedial ReadPhysical Ther	tte below: dingSpeech Therapy apyCounseling Service	Occupational TherapyBehavioral Supports
What are your child's asset		
Is there any other informati	on that you think may help us in working	g with your child?
Date:	Signature:	

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This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

If you have any questions about this notice please contact the Privacy Contact who is: Jennifer Smitkin, Psy.D

This Notice of Privacy Practices describes how we may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services. We are required to abide by the terms of this Notice of Privacy Practices. We may change the terms of our notice, at any time. The new notice will be effective for all protected health information that we maintain at that time. Upon your request, we will provide you with any revised Notice of Privacy Practices by calling the office and requesting that a revised copy be sent to you in the mail or asking for one at the time of your next appointment.

You will be asked by your physician to sign a consent form. Once you have consented to use and disclosure of your protected health information for treatment, payment

1. Uses and Disclosures of Protected Health Information

Uses and Disclosures of Protected Health Information Based Upon Your Written Consent

and health care operations by signing the consent form, your physician will use or disclose your protected health information as described in this Section 1. Your protected health information may be used and disclosed by your physician, our office staff, and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you. Your protected health information may also be used and disclosed to pay your health care bills and to support the operation of the physician's practice. Following are examples of the types of uses and disclosures of your protected health care information that the physician's office is permitted to make once you have signed our consent form. These examples are not meant to be exhaustive, but to describe the types of uses and disclosures that may be made by our office once you have provided consent. Treatment: We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party that has already obtained your permission to have access to your protected health information. For example, we would disclose your protected health information, as necessary, to a home health agency that provides care to you. We will also disclose protected health information to other physicians who may be treating you when we have the necessary permission from you to disclose your protected health information. For example, your protected health information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you. In addition, we may disclose your protected health information from time-to-time to another physician or health care provider (e.g., a specialist or laboratory) who, at the request of your physician, becomes involved in your care by providing assistance with your health care diagnosis or treatment to your physician. Payment: Your protected health information will be used, as needed, to obtain payment for your health care services. This may include certain activities that your health insurance plan may undertake before it approves or pays for the health care services we recommend for you such as; making a determination of eligibility or coverage for insurance benefits, reviewing services provided to you for medical necessity, and undertaking utilization review activities. For example, obtaining approval for a hospital stay may require that your relevant protected health information be disclosed to the health plan to obtain approval for the hospital admission. Healthcare Operations: We may use or disclose, as-needed, your protected health information in order to support the business activities of your physician's practice. These activities include, but are not limited to, quality assessment activities, employee review activities, licensing, and conducting or arranging for other business activities. We will share your protected health information with third party "business associates" that perform various activities (e.g., billing, transcription services) for the practice. Whenever an arrangement between our office and a business associate involves the use or disclosure of your protected health information, we will have a written contract that contains terms that will protect the privacy of your protected health information. Uses and Disclosures of Protected Health Information Based upon Your Written Authorization Other uses and disclosures of your protected health information will be made only with your written authorization, unless otherwise permitted or required by law as described below. You may revoke this authorization, at any time, in writing, except to the extent that your physician or the physician's practice has taken an action in reliance on the use or disclosure indicated in the authorization. Other Permitted and Required Uses and Disclosures That May Be Made With Your Consent, Authorization or Opportunity to Object We may use and disclose your protected health information in the following instances. You have the opportunity to agree or object to the use or disclosure of all or part of your protected health information. If you are not present or able to agree or object to the use or disclosure of the protected health information, then your physician may, using professional judgment, determine whether the disclosure is in your best interest. In this case, only the protected health information that is relevant to your health care will be disclosed. Others Involved in Your Healthcare: Unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, your protected health information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment. We may use or disclose protected health information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care of your location, general condition or death. Finally, we may use or disclose your protected health information to an authorized public or private entity to assist in disaster relief efforts and to coordinate uses and disclosures to family or other individuals involved in your health care. Emergencies: We may use or disclose your protected health information in an emergency treatment situation. If this happens, your physician shall try to obtain your consent as soon as reasonably practicable after the delivery of treatment. If your physician or another physician in the practice is required by law to treat you and the physician has attempted to obtain your consent but is unable to obtain your consent, he or she may still use or disclose your protected health information to treat you. Communication Barriers: We may use and disclose your protected health information if your physician or another physician in the practice attempts to obtain consent from you but is unable to do so due to substantial communication barriers and the physician determines, using professional judgment, that you intend to consent to use or disclosure under the circumstances. Other Permitted and Required Uses and Disclosures That May Be Made Without Your Consent, Authorization or Opportunity to Object We may use or disclose your protected health information in the following situations without your consent or authorization. These situations include: Required By Law: We may use or disclose your protected health information to the extent that the use or disclosure is required by law. The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law. You will be notified, as required by law, of any such uses or disclosures. Public Health: We may disclose your protected health information for public health activities and purposes to a public health authority that is permitted by law to collect or receive the information. The disclosure will be made for the purpose of controlling disease, injury or disability. We may also disclose your protected health information, if directed by the public health authority, to a foreign government agency that is collaborating with the public health authority.

<u>Health Oversight:</u> We may disclose protected health information to a health oversight agency for activities authorized by law, such as audits, investigations, and

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inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws. Abuse or Neglect: We may disclose your protected health information to a public health authority that is authorized by law to receive reports of child abuse or neglect. In addition, we may disclose your protected health information if we believe that you have been a victim of abuse, neglect or domestic violence to the governmental entity or agency authorized to receive such information. In this case, the disclosure will be made consistent with the requirements of applicable federal and state laws. Food and Drug Administration: We may disclose your protected health information to a person or company required by the Food and Drug Administration to report adverse events, product defects or problems, biologic product deviations, track products; to enable product recalls; to make repairs or replacements, or to conduct post marketing surveillance, as required. Legal Proceedings: We may disclose protected health information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), in certain conditions in response to a subpoena, discovery request or other lawful process. Law Enforcement: We may also disclose protected health information, so long as applicable legal requirements are met, for law enforcement purposes. These law enforcement purposes include (1) legal processes and otherwise required by law, (2) limited information requests for identification and location purposes, (3) pertaining to victims of a crime, (4) suspicion that death has occurred as a result of criminal conduct, (5) in the even that a crime occurs on the premises of the practice, and (6) medical emergency (not on the Practice's premises) and it is likely that a crime has occurred. Research: We may disclose your protected health information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your protected health information. Criminal Activity: Consistent with applicable federal and state laws, we may disclose your protected health information, if we believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. We may also disclose protected health information if it is necessary for law enforcement authorities to identify or apprehend an individual. Military Activity and National Security: When the appropriate conditions apply, we may use or disclose protected health information of individuals who are Armed Forces personnel (1) for activities deemed necessary by appropriate military command authorities; (2) for the purpose of a determination by the Department of Veterans Affairs of your eligibility for benefits, or (3) to foreign military authority if you are a member of that foreign military services. We may also disclose your protected health information to authorized federal officials for conducting national security and intelligence activities, including for the provision of protective services to the President or others legally authorized. Workers' Compensation: Your protected health information may be disclosed by us as authorized to comply with workers' compensation laws and other similar legally-established programs. Inmates: We may use or disclose your protected health information if you are an inmate of a correctional facility and your physician created or received your protected health information in the course of providing care to you. Required Uses and Disclosures: Under the law, we must make disclosures to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of Section 164.500 et. seq. 2. Your Rights Following is a statement of your rights with respect to your protected health information and a brief description of how you may exercise these rights. You have the right to inspect and copy your protected health information. This means you may inspect and obtain a copy of protected health information about you that is contained in a designated record set for as long as we maintain the protected health information. A "designated record set" contains medical and billing records and any other records that your physician and the practice uses for making decisions about you. Under federal law, however, you may not inspect or copy the following records; psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, and protected health information that is subject to law that prohibits access to protected health information. Depending on the circumstances, a decision to deny access may be reviewable. In some circumstances, you may have a right to have this decision reviewed. Please contact our Privacy Contact if you have questions about access to your medical record. You have the right to request a restriction of your protected health information. This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply. Your physician is not required to agree to a restriction that you may request. If your physician believes it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. If your physician does agree to the requested restriction, we may not use or disclose your protected health information in violation of that restriction unless it is needed to provide emergency treatment. With this in mind, please discuss any restriction you wish to request with your physician. You have the right to request to receive confidential communications from us by alternative means or at an alternative location. We will accommodate reasonable requests. We may also condition this accommodation by asking you for information as to how payment will be handled or specification of an alternative address or other method of contact. We will not request an explanation from you as to the basis for the request. Please make this request in writing to our Privacy Contact. You may have the right to have your physician amend your protected health information. This means you may request an amendment of protected health information about you in a designated record set for as long as we maintain this information. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. Please contact our Privacy Contact to determine if you have questions about amending your medical record. You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information. This right applies to disclosures for purposes other than treatment, payment or healthcare operations as described in this Notice of Privacy Practices. It excludes disclosures we may have made to you, for a facility directory, to family members or friends involved in your care, or for notification purposes. You have the right to receive specific information regarding these disclosures that occurred after April 14, 2003. You may request a shorter timeframe. The right to receive this information is subject to certain exceptions, restrictions and limitations. Complaints You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying our privacy contact of your complaint. We will not retaliate against you for filing a complaint.